



EXIM
ایکسپورٹ-ایمپورٹ بینک آف پاکستان
Export-Import Bank of Pakistan

To: The President/ Chief Executive Officer
From: Legal Department
Date: 15th June 2026
Sub: Contract for Consultant's Services

Inter-Office Memorandum

Attached herewith is the contract for Consultancy Services for Organizational Development Project, executed by and between Export-Import Bank of Pakistan (EXIM Bank) and Uraan, the signing date of which is 4th June 2026.

The contents of aforementioned contract have been vetted by the Legal Department. The department concerned has confirmed that commercial terms have duly been incorporated in the agreement.

Under the caveats aforementioned, undersigned has seen the contents of the aforementioned agreement and as per the opinion of the undersigned the interest of the bank is secure.

In terms of Section 15(4) of the Export-Import Bank of Pakistan Act, 2022, President/CEO of date is authorized to execute the said agreement. Hence the signature on the said agreement may be affixed by the President/CEO.

Sannia Rehman
Manager Legal

CONTRACT FOR CONSULTANT'S SERVICES

Project Name: Organizational Development Project

By and between

Export-Import Bank of Pakistan

Procuring Agency

And

Uraan

Consultant

Dated





Vendor Information:

Asif Ali
42301-8391267-7
GoS-KHI-66
Shop No.17, Karim Plaza, Near Civic Centre, Karachi

Sale Register Serial No.:

Date of Issue: 18336
Paper Issue To: 29-04-2026
Address: ASIF ALI ADV (NTN:0000000)
Purpose: KHI
Contact No: Aggr/Bond/Affidavite
Challan No.:
Date: 20264E9267722A7B
22-04-2026



Please write below this line

You can verify your Stamp paper by scanning the QR code or online at www.estamps.gos.pk using "Verification Through Web"**CONTRACT FOR CONSULTANCY SERVICES FOR ORGANIZATIONAL DEVELOPMENT PROJECT**

This Contract for Procurement of Consultancy Services for Organizational Development Project (the "**Contract**") is made and entered into at Islamabad on 4th day of June 2026 (the "**Signing Date**")

BY AND BETWEEN

Export-Import Bank of Pakistan, a statutory corporation established under Export-Import Bank of Pakistan, Act, 2022, a wholly owned entity by the Government of Pakistan, having its head office at Office No. 510-512, 5th Floor, Evacuee Trust Complex, F-5/1, Islamabad, Pakistan acting through its duly authorized officer/s (hereinafter referred to as "**Procuring Agency**" which expression shall, where the context so permits shall mean and include its successors-in-interest, administrators and permitted assignees) of the one part;

AND

Uraan, a partnership firm incorporated under the laws of Pakistan having its head office at C-50, Block 2, Clifton Karachi, Pakistan acting through its duly authorized representative (hereinafter referred to as the "**Consultant**" which expression shall, where the context so permits mean and include its successors-in-interest, administrators and permitted assignees) of the other part.



WHEREAS

- (a) the Procuring Agency has requested the Consultant to provide certain consulting services as defined in detail in Annexure A appended to this Contract (hereinafter called the "**Services**");

A.H.



- (b) the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a. Contract for Consultancy Services for Organizational Development Project
 - b. The General Conditions of Contract
 - c. The Special Conditions of Contract;
 - d. Appendices:

Appendix A
Appendix B
Appendix C

Terms of Reference
Key Experts
Remuneration Cost Estimates

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; and Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:
 - a. the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - b. the Procuring Agency shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

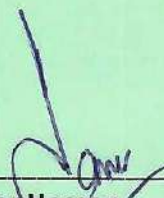
**For and on behalf of Export-Import Bank of
Pakistan**



Name: Shahbaz Syed
Designation: President & CEO



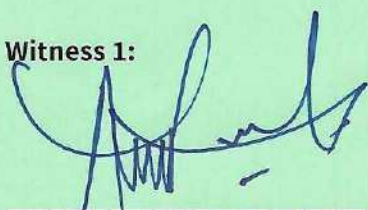
**For and on behalf of
Uraan**



Name: Aamar Hassan
Designation: CEO
Uraan

URAN® A.H.

Witness 1:



Name: ARIF ULLAH
Address: EXIM BANK & PAKISTAN
CNIC No: 11201-5257580-3

Witness 2:



Name: Syed Ali Zaid Nadevi
Address: C-5D, CLIFTON BLOCK 2
CNIC No: 42800-667654-5

GENERAL CONDITIONS OF THE CONTRACT

General Provisions

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **“Procuring Agency”** means: - Export-Import Bank of Pakistan
- (c) **“Procuring Agency’s Personnel”** refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency’s obligations under the Contract; and any other personnel identified as Procuring Agency’s Personnel, by a notice from the Procuring Agency to the Consultant.
- (d) **“Consultant”** means an individual consultant or a consulting firm as the case may be;
- (e) **“Contract”** means an agreement enforceable by law;
- (f) **“Contractor”** means a person, consultant, firm, company or an organization who undertake to supply goods, services or works;
- (g) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- (h) **“Day”** means calendar day unless indicated otherwise.
- (i) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (k) **“Foreign Currency”** means any currency other than the Pakistani Rupees.
- (l) **“GCC”** means these General Conditions of Contract.
- (m) **“Government”** means the Government of Pakistan.
- (n) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- (o) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) **“Local Currency”** means the currency of Pakistan
- (q) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) **“Party”** means the Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them.



URAMIN®
A.H.

	(s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. (t) “Services” means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto. (u) “Site” (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site. (v) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract. (w) “Third Party” means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.
2. Relationship between the Parties	2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. Law Governing Contract	3.1. The Contract shall be governed and interpreted in accordance with the laws of Islamic Republic of Pakistan, unless otherwise specified in SCC .
4. Language	4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
5. Headings	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications	6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC. 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
7. Location	7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Procuring Agency may approve.
8. Authority of Member in Charge	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.
9. Authorized Representatives	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SCC .



10. Fraud and Corruption	10.1 Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. 10.2 The Consultant shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency. 10.3 Any communication between the Consultant and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication. 10.4 Procuring Agency will reject proposal, if it is established that the Consultant was engaged in corrupt and fraudulent practices in competing for the Contract. 10.5 Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract	11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12. Termination of Contract for Failure to Become Effective	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the 45 days after the Effective Date specified in the SCC.
14. Expiration of Contract	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
15. Entire Agreement	15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. Modifications or Variations	16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

URAN

4.11

	16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.
17. Force Majeure	
a. Definition	17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies. 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
b. No Breach of Contract	17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
c. Measures to be Taken	17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either: (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or



W

URAN

A.H.

	(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. 17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.
18. Suspension	18.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
19. Termination	19.1 This Contract may be terminated by either Party as per provisions set up below:
a. By the Procuring Agency	19.1.1 The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f): (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18; (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49 (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13. 19.1.2 if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.



URAM®

A. #.

b. By the Consultant	19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue. (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days. (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1. (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.
c. Cessation of Rights and Obligations	19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
d. Cessation of Services	19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
e. Payment upon Termination	19.1.6 Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant: (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43; (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.



URAM
A. H.

C. Obligations of the Consultant

20. General	
a. Standard of Performance	20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties. 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services. 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency.
b. Law Applicable to Services	20.4 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Islamic Republic of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
21. Conflict of Interests	21.1 The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
a. Consultant Not to Benefit from Commissions, Discounts, etc.	21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment. 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.
b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
c. Prohibition of Conflicting Activities	21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d. Strict Duty to Disclose Conflicting Activities	21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impact their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this

	effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. Confidentiality	22.1 Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant	23.1 Subject to additional provisions, if any, set forth in the SCC , the Consultant's liability under this Contract shall be as determined under the Applicable Law.
24. Insurance to be Taken out by the Consultant	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC , and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs. 25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring Agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.
26. Reporting Obligations	26.1 The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Procuring Agency in Reports and Records	27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency. 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other



URAM® A. #

	restrictions about the future use of these documents and software, if any, shall be specified in the SCC .
28. Equipment, Vehicles and Materials	28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Agency or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value. 28.2 Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.
29. Code of Conduct	29.1 The Procuring Agencies and the Consultant are bound to follow the Code of Ethics issued by the Authority.

D. Consultant's Experts and Sub-Consultants

30. Description of Key Experts	30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B. 30.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2. 30.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.
31. Replacement of Key Experts	31.1 Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts. 31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide, as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
32. Approval of Additional Key Experts	32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.

	The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
33. Removal of Experts or Sub-consultants	33.1 If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement. 33.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement. 33.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.
34. Replacement/ Removal of Experts - Impact on Payments	34.1 Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
35. Working Hours, Overtime, Leave, etc.	35.1 Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in Appendix B. 35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items. 35.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Procuring Agency

36. Assistance and Exemptions	36.1 Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to: (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract. (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
--------------------------------------	--



URAN

A.H.

	(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country. (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services. (g) Provide to the Consultant any such other assistance as may be specified in the SCC.
37. Access to Project Site	37.1 The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
38. Change in the Applicable Law Related to Taxes and Duties	38.1 If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.
39. Services, Facilities and Property of the Procuring Agency 	39.1 The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A. 39.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.
40. Counterpart Personnel	40.1 The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be

URAW

4.1

	nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A. 40.2 If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3. 40.3 Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.
41. Payment Obligation	41.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. Payments to the Consultant

42. Ceiling Amount	42.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration). 42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC. 42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.
43. Remuneration and Reimbursable Expenses	43.1 The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services. 43.2 All payments shall be at the rates set forth in Appendix C. 43.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract. 43.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC. 43.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.



W

URAN K.H.

44. Taxes and Duties	44.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC. 44.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.
45. Currency of Payment	45.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC .
46. Mode of Billing and Payment	46.1 Billings and payments in respect of the Services shall be made as follows: (a) <u>Advance payment</u>. Within 60 days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off. (b) <u>The Itemized Invoices</u>. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately. (c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments. (d) <u>The Final Payment</u>. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be



URAN
4.4

	paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above. (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC. (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
47. Interest on Delayed Payments	47.1 If the Procuring Agency has delayed payments beyond thirty (30) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

48. Good Faith	48.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
-----------------------	---

H. Settlement of Disputes

49. Amicable Settlement	49.1 Any dispute of any kind whatsoever shall arise between the Procuring Agency and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiation or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party. 49.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 49.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. 49.3 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due the Service Provider.
--------------------------------	---



URAN
A.H.

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of Islamic Republic of Pakistan.
4.1	The language is: English
6.1 and 6.2	The addresses are: Procuring Agency: Export-Import Bank of Pakistan Office No. 510-512, 5 th Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad, Pakistan Attention: <u>Procurement Department</u> E-mail: <u>Procurement@eximbank.gov.pk</u> Consultant: Uraan C-50, Block 2, Clifton Karachi Attention: Saadia Umar E-mail: <u>saadia.umar@uraan.com.pk</u>
8.1	<i>[Note: If the Consultant consists only of one entity, state "N/A";</i> <i>Joint Venture not allowed</i>
9.1	The Authorized Representatives are: For the Procuring Agency: Arif Ullah, Head of HR & Admin For the Consultant: Syed Ali Zain Naqvi – Senior Manager, Saba Fatima – Senior Consultant, Akber Vohra – Assistant Manager
11.1	The effectiveness conditions are the following: The effective date of the Contract is 19 th May 2026 (the “ Effective Date ”)
12.1	Termination of Contract for Failure to Become Effective: The time period shall be one (01) Month.
13.1	Commencement of Services: on the Effective Date i.e. 19 th May 2026
14.1	Expiration of Contract: The time period shall be 06 weeks from the Effective Date, or such extended period as may be granted by Procuring Agency
21 b.	The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes
23.1	No additional provisions.






24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of 4 million PKR														
27.1	Same as GCC.														
29. Code of Conduct	The Consultant is required to have a Code of Conduct for Experts as per the policy of the Procuring Agency														
33. Removal of Experts or Sub-consultants	<i>[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise delete.]</i>														
36.1 (a) through (f)	The Consultant shall provide for two (2) site visits, each comprising two (2) personnel, as part of the Services and within the agreed Contract Price. Any additional site visit(s) and/or deployment of additional personnel requested by the Procuring Agency beyond the foregoing requirement shall be subject to prior approval by the Procuring Agency and shall either (a) be reimbursed to the Consultant at actual, reasonable, and documented cost, or (b) be arranged directly by the Procuring Agency at its own expense.														
36.1(f)	<i>[List here any other assistance to be provided by the Procuring Agency. If there is no such other assistance, delete this Clause SCC 36.1(f).]</i> The Procuring Agency shall provide suitable office space and reasonable access to relevant facilities for the Consultant's personnel during on-site assignments, including for the scheduling and conduct of meetings with the Procuring Agency's personnel and for the review of documents and records relevant to the Services. The Consultant shall provide the Procuring Agency with prior written notice of any proposed visit, including the names of the personnel attending and the intended dates and duration of the visit, within a reasonable period in advance to enable the Procuring Agency to make the necessary arrangements.														
42.2	The ceiling in local currency is: 2,875,000/- PKR Inclusive of taxes.														
43.3	Price adjustment on the remuneration does not apply.														
44.1 and 44.2	Taxes shall be applied as per prevailing tax regime.														
45.1	The currency [currencies] of payment shall be the following: Pakistani rupee														
46.1(a)	Not Applicable														
46.1(b)	<table><tr><th>Sr.#</th><th>Deliverable</th><th>Payment Trigger</th><th>Timeline</th><th>Payment Due</th></tr><tr><td>1</td><td>First Draft of Review and Updating of Existing Human Resource Management Policy</td><td>Submission in MS Word format and acceptance of the draft by the concerned</td><td>Week 1</td><td>20%</td></tr></table>					Sr.#	Deliverable	Payment Trigger	Timeline	Payment Due	1	First Draft of Review and Updating of Existing Human Resource Management Policy	Submission in MS Word format and acceptance of the draft by the concerned	Week 1	20%
Sr.#	Deliverable	Payment Trigger	Timeline	Payment Due											
1	First Draft of Review and Updating of Existing Human Resource Management Policy	Submission in MS Word format and acceptance of the draft by the concerned	Week 1	20%											



			department (s) of EXIM		
	2	First Draft of Review and Updating of Existing Performance Management System	Submission in MS Word format and acceptance of the draft by the concerned department (s) of EXIM	Week 2	20%
	3	First Draft of Redesign Reward Framework.	Submission in MS Word format and acceptance of the draft by the concerned department (s) of EXIM	Week 3	20%
	4	First Draft of Organizational Restructuring/Organogram	Submission in MS Word format and acceptance of the draft by the concerned department (s) of EXIM	Week 4	20%
	5	Upon submission of all finalized deliverable by incorporating the Management/Board's recommendations/comments	Submission in MS Word format and acceptance by the concerned department (s) of EXIM	Week 6	20%
46.1(e)	The accounts are: for local currency: Bank Al Habib Limited PK16BAHL1005008104197701				
49.	Dispute Resolution i. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard. ii. At future of negotiation the dispute shall be resolved through mediation, and mediator shall be appointed with the mutual consent of both parties.				



iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the EPADS.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Consultant any monies due to the Consultant.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRA, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an before the courts at Islamabad for the appointment of arbitrator.

Rules of procedure for arbitration proceedings:

Any dispute between the Procuring Agency and the Consultant who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Appendix A – Terms of Reference

Terms of Reference

Component 1: Review and Updating of Existing Human Resource Management Policy

1. Conduct a comparative study of Procuring Agency's existing policies and procedures
2. Meet with the relevant function heads to understand the policies and procedures currently implemented.
3. Understand industry better practices and policies as well as local, and legal HR requirements and practices.
4. Compare the existing policies with respect to practices prevailing in local organizations of comparable size and complexity
5. Advise management on gaps/improvement areas in the existing policies and procedures.
6. Conduct workshop with key HR personnel to agree on the proposed changes to the policies and procedures that Procuring Agency's wishes to implement.
7. Advise different types of employment in addition to regular employment including but not limited to Contractual Employment Policy, continuous vs fixed term employment, 3rd party contract etc.
8. Revise policies, keeping in mind best practices prevailing in local and multinational organizations. (Banks, DFIs, Financial Institutes)
9. Evaluate the current grading and functional designation structure for Management Tiers (Tier I- Tier IV) mentioned in the HR Policy of Procuring Agency and suggest the best fit uniform approach to establish internal and external equities.
10. Suggest the weighted criteria for defining MRTs & MRCs as per guidelines of the SBP.
11. Submit draft report to Procuring Agency's management for review and incorporate feedback received (if any).
12. Develop the final HR Policy and Procedures for Procuring Agency to efficiently and consistently execute their HR mandate.

Deliverable 1

- Revised HR Policy Manual

Component 2: Review and Updating of Existing Performance Management System

1. Study the existing Performance Management System and gain an understanding of the current performance appraisal process, if any.
2. Conduct focus groups with all cadres of employees to understand gaps and issues in current appraisal process.
3. Decide periodicity of review/appraisal, scale and performance factors, and performance management roles.
4. Lay out the performance appraisal stages such as objective setting, rating scale, mechanism for assessing performance, etc.



5. Design the Performance Management Framework while keeping in view market better practices.
6. Establish company-wide objectives and departmental key performance indicators (KPIs) based on the company's strategy and financial budget.
7. Develop individual KPIs, including those for the CEO, aligned with organizational goals and departmental KPIs.
8. Advise policy for separation of consistent nonperforming/unsatisfactory performing employees aligned with the laws of the land.

Deliverable

- Revised Performance Appraisal System
- KPI's for all unique roles including CEO.
- Company Scorecard

Component 3: Redesign Reward Framework

1. Conduct a diagnostic of existing compensation and bonus structures to understand design logic, distribution patterns, and internal alignment.
2. Engage with key stakeholders to capture insights on business goals, performance culture, and compensation expectations.
3. Benchmark compensation and incentive structures against relevant market data to evaluate competitiveness. (DFIs) by establishing internal and external equities.
4. Identify structural gaps or inconsistencies that may affect internal equity or employee motivation.
5. Translate insights into a cohesive compensation philosophy that defines the organization's stance on pay positioning, performance linkage, equity, and transparency.
6. Develop an understanding of the increment cycle and integrate revised framework into process
7. Design pay bands for each grade keeping in mind the compensation philosophy.

Deliverable

- Grade and Position Wise Compensation Analysis
- Detailed Benefits Review
- Performance Bonus policy separately for General staff and MRTs & MRCs having the defined provision of deferment, Malus provision etc as per guidelines of the SBP.
- Redesigned Pay Bands & grading structure
- Implementation Plan to minimize the pay disparity.

Component 4: Organizational Restructuring/Organogram

1. Conduct a GAP analysis of existing organograms of the Procuring Agency as well as functional organogram in line with the Peer ECAs and DFIs with the similar mandate.
2. Establish clear line of responsibilities and accountability through functional organogram.



A. H



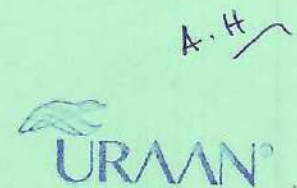
3. Establish symmetry and equity of the positions and designations.
4. Engage with Functional Heads to capture insights on enhancing operational efficiency and integration.

Deliverable

- Revised Bank wide Organogram
- Revised Functional Organogram
- Analysis report.

Below list are the Assumptions and Limitations for the ToRs listed above

1. All deliverables will be prepared in the English language.
2. Uraan's role is limited to review and analysis; implementation of any recommendations is not included in the scope of work and shall be the responsibility of Exim Bank of Pakistan's management.
3. All deliverables shall be discussed with, submitted to, and internally approved by the Project Team at Exim Bank of Pakistan.
4. Uraan's timeframe and fees assume that the client will provide required information within 2 working days of a request being submitted to the Project Team.
5. Uraan will not be responsible for individual validation or verification of data provided by Exim Bank of Pakistan.
6. Exim Bank of Pakistan will accept all project deliverables within 8 working days of delivery. If comments are raised, Uraan will rectify shortcomings as quickly as possible, with no more than 2 drafts of review and corrections prior to final delivery.
7. If feedback is not provided within 2 working days, the deliverable will be deemed accepted.
8. Insights and benchmarking will be based on local market practices.
9. Uraan will rely on information provided by management and is not expected to independently verify its accuracy.
10. Uraan will not be responsible for carrying out a legal review of any proposed changes. Exim Bank of Pakistan will be responsible for sharing all legal and compliance regulations prior to policy review and development.
11. Uraan shall not perform any actuarial analysis to calculate the current value of existing employee benefits.
12. Deliverable submission timelines are subject to timely receipt and approval of data and documents from Exim Bank of Pakistan. Any delays not under Uraan's responsibility will be promptly communicated to the Project Team.
13. The scope of work is limited to a Current State Assessment of HR practices and a review and redesign of the organizational structure.



14. Policies to be redesigned, revised, or drafted shall be agreed upon prior to project initiation and shall not exceed 24 in number.
15. Uraan shall not define target percentages for KPIs and objectives, nor define company strategy or a business plan. Organizational goals and departmental KPIs will be based on company strategy and discussions with the leadership team.
16. Uraan shall not provide comments or suggestions regarding the income and profitability strategy of Exim Bank of Pakistan.
17. KPIs will be developed based on unique positions rather than individual employees i.e. a total number of 40 unique roles.
18. Uraan is not responsible for drafting new job descriptions.



Appendix B - Key Experts

Position Title and No.	K-1, TEAM LEADER
Name of Expert:	Saadia Umar
Date of Birth:	10/07/1977
Country of Citizenship/Residence	Pakistan

Degree	Major / Minor	Institution	Date (MM/YYYY)
Master of Business Administration	Human Resource	Institute of Business Administration	Feb / 2008
Bachelor of Arts	-	St. Joseph's College	1998

Name of Certification	Completion Year	Institute
Job Evaluation	2016	EY MENA
Directors Training Program	2021	Pakistan Institute of Corporate and Governance

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
Dec 2022- Present	Uraan Partner – People & Culture and Operational Excellence For References: Tel: 0300-2029959 e-mail: Mr. Aamar Hassan, CEO 0300/2029959 aamar@hrs-int.com	Pakistan	As the lead partner for operational excellence and people and change I deal with all the projects and lead governance and relationship management activities ensuring seamless organizational integration through stakeholder engagement embedded in local Pakistani best practices.
Dec 2021- Sept 2022	Aga Khan University Senior Manager – Human Resources For References: Waqqas Ahmad Tel:0333-5527292 e-mail: waqqas.ahmad@aku.edu	Pakistan	Led and supported HR transformation and change management initiatives, partnering with business and HR teams to align programs with organizational needs. Strengthened PMO reporting, HR compliance, and executive decision-making through data analytics, policy oversight, and benefits realization tracking.



A. H

Oct 2021- Dec 2021	EY Ford Rhodes Senior Director – People Advisory Services For References: Haider Ali Patel Tel: 0333-2156525 e-mail: haider.patel@pk.ey.com	Pakistan	Led the growth and expansion of HR advisory services across Talent, Performance, and Reward while managing cross-regional teams and collaborating on multi-service line assignments. Delivered large-scale HR transformation initiatives including HR structure redesign, job evaluation, competency frameworks, job descriptions, and talent management strategies.
Sept 2016- Oct 2021	EY Ford Rhodes Director – People Advisory Services For References: Haider Ali Patel Tel: 0333-2156525 e-mail: haider.patel@pk.ey.com	Pakistan	Played a key role in establishing and growing the HR Advisory Practice at EY Pakistan by building a multidisciplinary team and leading diverse client engagements. Delivered HR transformation initiatives including organizational restructuring, role evaluation, grading structures, performance management frameworks, remuneration strategies, pay band design, and career progression frameworks to enhance organizational effectiveness and governance.
June 2014- August 2016	EY Ford Rhodes Senior Manager – People Advisory Services For References: Haider Ali Patel Tel: 0333-2156525 e-mail: haider.patel@pk.ey.com	Pakistan	Developed methodologies for remuneration benchmarking surveys and led a post-merger synergy assignment for Byco Pakistan Limited. Designed competency dictionaries and assessment mechanisms to strengthen leadership capabilities, while establishing a dedicated HR Advisory team to support consulting engagements.
August 2004 – May 2014	Human Resource Solutions International Senior Consultant HR For References: Murad Mashooqullah Tel: 021-35873442 E-mail: murad@hrs-int.com	Pakistan	Project Director and Team Lead
February 2001 – July 2004	Sidat Hyder Morshed Associates Pvt. Ltd. Assistant Manager-Business Systems Consulting For References: Samia Zuberi Tel:0300-8202288	Pakistan	Project Team



Membership in Professional Associations and Publications: Management Association of Pakistan (MAP)

Language Skills: English & Urdu

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
- HR Policy Review - Performance Management System - Reward Framework - Organizational Restructuring	-Provide overall leadership and technical oversight for the Organizational Development assignment including - -HR policy review, PMS redesign, reward framework, and organizational restructuring. -Led HR advisory and transformation projects at EY - Pakistan and currently as Partner – People & Culture at -Uraan, managing large-scale consulting engagements covering HR structure, reward, and performance systems.
Listed all deliverables/tasks as in TECH- 5 in which the Expert will be involved -Provide overall leadership and technical oversight for the Organizational Development assignment.	- Review and update Human Resource Management policies and procedures to align with organizational strategy and governance requirements. - At Aga Khan University, worked closely with HR compliance teams to review and maintain HR policies and procedures across regions and strengthen governance frameworks.
-Lead the review and updating of the Human Resource Management Policy.	-Review and redesign the Performance Management --- -System including KPIs and balanced scorecards. -Designed performance management frameworks and balanced scorecards for multiple client organizations while leading People Advisory Services engagements at EY Ford Rhodes.
- Guide the assessment and redesign of the Performance Management System.	- Develop and recommend a Reward Framework including compensation philosophy, job evaluation, and pay band structures. - Led assignments involving job evaluation, remuneration strategy, pay band design, and compensation benchmarking, including methodologies for remuneration surveys and reward frameworks at EY Ford Rhodes.
- Lead the development of the Reward Framework including compensation philosophy and benchmarking.	- Review organizational structure and recommend restructuring and organogram improvements. - Advised clients on organizational structure redesign, role evaluation, and grading structures to improve efficiency, governance, and career progression during HR transformation projects at EY Pakistan.
- Oversee the review and redesign of the organizational structure and organogram.	- Lead stakeholder consultations, present findings to senior leadership, and ensure alignment with organizational objectives. - Extensive experience leading client engagements and advising executive leadership teams across consulting assignments in HR transformation, organizational design, and change management.
- Facilitate stakeholder consultations and workshops with senior management.	- Oversee preparation and submission of project deliverables and ensure quality of final reports. - Managed consulting teams and project deliverables across HR advisory and transformation assignments, ensuring analytical rigor, stakeholder alignment, and

A.H. ✓
URAM®

	delivery of actionable reports.
- Review analysis, validate recommendations, and ensure quality of project deliverables.	
- Present key findings and final recommendations to senior management.	

Expert’s contact information: (e-mail saadia.umar@uraan.com.pk, phone #: 0321-2058433)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

Saadia Umar

19/03/2026

Name of Expert

Signature

Saadia Umar

19/03/2026

Name of authorized Representative of the Consultant

Signature



Position Title and No.	K-2, Organizational Design Expert
Name of Expert:	Syed Ali Zain Naqvi
Date of Birth:	04/08/1987
Country of Citizenship/Residence	Pakistan

Degree	Major / Minor	Institution	Date (MM/YYYY)
MSc	Human Resource	University of Hull	Feb / 2014
BSc	Economics and Management	University of London	Feb / 2011

Name of Certification	Completion Year	Institute
Job Evaluation	2016	EY MENA

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
September 2024 - Present	Uraan Director For References: Ms. Saadia Umar, Partner Tel:0321-2058433 e-mail: saadia.umar@uraan.com.pk	Pakistan	As a Project Manager and SME, I lead job evaluations and pay banding to establish internal equity. I manage end-to-end PMS revisions, including KPI setting for individual and senior leadership tiers. My approach merges reward structures with performance frameworks to ensure market competitiveness and organizational alignment.
April 2021- August 2024	Aga Khan University Senior Manager – Human Resources For References: Umair Yahya/Waqqas Ahmad Tel: 0300 9219723 e-mail:	Pakistan	All board reporting, leading the analytics and system team along with overseeing HR Audit, Compliance and Risk
June 2020- March 2021	Talverse Senior Executive Human Resource For References: Zuhair Rizvi Tel: 0305 2235145 Email: -	Pakistan	Leading the HR function for the startup
July 2018- Sept 2019	Bridgestone FZE HRBP and Reward Lead For References: Shameel Ahmed	Dubai	Serving Finance, Information Technology, Marketing, Legal and Supply Chain as HRRP and lead the



	Tel: - e-mail: shameelahmed1975@gmail.com		Reward and HRMS regionally
June 2014- August 2016	EY Ford Rhodes Assistant Manager-Peoples Advisory Services For References: Haider Ali Patel Tel: 0333-2156525 e-mail: haider.patel@pk.ey.com	Pakistan	Part of the Performance pillar and served as project support

Membership in Professional Associations and Publications: None

Language Skills: English & Urdu

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
- HR Policy Review - Performance Management System - Reward Framework - Organizational Restructuring	-Support the assessment and redesign of the organizational structure and departmental organogram. Experience as HR Business Partner and Reward Lead at Bridgestone FZE and consulting experience at EY Ford Rhodes (People Advisory Services) supporting HR transformation and organizational design assignments.
Listed all deliverables/tasks as in TECH- 5 in which the Expert will be involved - Support the review and redesign of the organizational structure and departmental organogram.	-Conduct job analysis and assist in updating job descriptions aligned with the proposed organizational structure. Worked across HR roles including HRBP at Bridgestone and Senior Manager HR at Aga Khan University, supporting HR operations, HR systems, and analytics related to roles and workforce planning.
- Conduct job analysis and assist in updating job descriptions aligned with the proposed structure. 	-Support the review and redesign of the Performance Management System and related HR frameworks. At EY Ford Rhodes, worked within the Performance pillar, providing project support on HR advisory engagements including performance management frameworks and HR process improvement.
- Support the review and enhancement of the Performance Management System, including KPIs and evaluation frameworks.	-Assist in compensation and reward structure analysis to ensure alignment with organizational roles and levels. Served as Reward Lead at Bridgestone FZE, responsible for reward management and HRMS oversight across multiple functions.
- Assist in the development of the reward framework, including role alignment with job grades and compensation structures.	-Conduct HR analytics, data analysis, and benchmarking to support organizational design recommendations. At Aga Khan University, led HR analytics and systems, including board reporting, HR audit, compliance, and risk oversight, providing analytical insights for HR decision making.

- Conduct data analysis, benchmarking, and organizational diagnostics to support design recommendations.	-Support preparation of reports, documentation, and presentations related to organizational design and HR framework recommendations. Currently Director at Uraan, leading projects and supporting consulting assignments to ensure effective delivery and preparation of client deliverables.
- Contribute to the development of HR policies and procedures aligned with the proposed organizational framework.	
- Support preparation of analytical reports, presentations, and documentation for project deliverables.	

Expert’s contact information: (e-mail: zain.naqvi@uraan.com.pk, phone#: 0321-2058433)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

Syed Ali Zain Naqvi		19/03/2026
Name of Expert	Signature	
Saadia Umar		19/03/2026
Name of authorized Representative of the Consultant	Signature	
(the same who signs the Proposal)		



Position Title and No.	K-3, Compensation and Rewards Specialist
Name of Expert:	Muhammad Akber
Date of Birth:	25/12/1999
Country of Citizenship/Residence	Pakistan

Degree	Major / Minor	Institution	Date (MM/YYYY)
Bachelor of Business Administration	Marketing	Institute of Business Administration	May / 2023
A Levels	Pre-Engineering	Nixor College	May / 2019

Name of Certification	Completion Year	Institute
N/A	N/A	N/A

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
November 2025 and Present	Uraan Assistant Manager People and Change For References: Syed Ali Zain Naqvi Tel: 03333547359 e-mail: zain.naqvi@uraan.com.pk	Pakistan	Leading Compensation & Benefits surveys across corporate and banking sector clients (RIDBL, PCIC, PKIC, PBIC, HBL, BIPL, BAH, DB, BOK). Responsibilities include designing survey methodology, conducting grade-wise and position-wise pay benchmarking, analysing market compensation data, and preparing client reports on reward structures and pay positioning. Also engaged in reward framework design, salary banding, and job grading assignments to support organizational alignment.
August 2024 – October 2025	Herbion International Assistant Manager – International Human Resources For References: Israr Hussein Tel: 03463298336 e-mail: israr,hussain@herbion.org	Pakistan	Managed end-to-end HR operations with a strong focus on compensation and benefits administration across international markets. Responsibilities included conducting salary benchmarking, managing benefits schemes, administering payroll coordination, maintaining H data integrity, and supporting the development of compensation policies. Ensured pay structures remained competitive and aligned with market norms across multiple geographies.

Membership in Professional Associations and Publications: None

Language Skills: English & Urdu

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
- Conduct compensation benchmarking and market pay analysis - Design and review reward frameworks and salary structures - Perform grade-wise and position-wise C&B surveys - Align compensation structures with job grades and organizational levels	- Conducted nine Compensation & Benefits Surveys (2025) across corporate and banking sector clients including HBL, BAH, BIPL, DB, BOK, RIDBL, PCIC, PKIC, and PBIC — covering grade-wise and position-wise pay



A.H. 7
URAN

- Support pay banding and internal equity analysis - Prepare reports and presentations on reward and C&B findings	benchmarking. Led compensation data analysis and benefits administration at Herbion International, managing HRIS and payroll coordination across international markets. Currently at HRSI, engaged in end-to-end reward framework and C&B survey delivery as both Assistant Manager and Engagement Lead roles.
Listed all deliverables/tasks as in TECH- 5 in which the Expert will be involved Conduct compensation benchmarking and market pay analysis	Conducted pay benchmarking exercises for corporate and banking sector clients at HRSI (2025), comparing employee compensation against market data across multiple grades and functions for RIDBL, PCIC, PKIC, PBIC, HBL, BIPL, BAHL, DB, and BOK.
Design and review reward frameworks and salary structures	Within UraanI's People & Culture and Operational Excellence practice, contributed to the design and review of reward frameworks and salary structures for client organisations, ensuring alignment across fixed pay, variable pay, and benefits. At Herbion International, supported the review and upkeep of compensation policies across international HR operations.
Perform grade-wise and position-wise C&B surveys	Delivered nine full-cycle Compensation & Benefits surveys in 2025 at Uraan, covering grade-wise and position-wise data collection, validation, and analysis across the corporate and banking sectors in Pakistan. Served as Engagement Lead on the PBIC assignment and as Assistant Manager on all remaining engagements.
Align compensation structures with job grades and organizational levels	At Herbion International, maintained and managed compensation data mapped to grade structures across multiple international markets, ensuring pay consistency and logical grade progression. At Uraan, supported grade-to-pay alignment work as part of C&B survey deliverables, mapping survey outputs to client job grade frameworks.
Support pay banding and internal equity analysis	As part of C&B survey engagements at Uraan, supported pay banding exercises by establishing salary range parameters (minimum, midpoint, maximum) informed by market percentile data. Identified internal equity issues including pay compression and inversion across grades, and flagged corrective recommendations in client deliverables.
Prepare reports and presentations on reward and C&B findings	Prepared and presented structured C&B survey reports for all nine client organisations at Uraan in 2025, compiling market data, analytical findings, pay gap analyses, and recommendations into polished reports and presentations delivered to senior HR and management stakeholders.



W

A. H



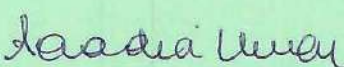
Expert's contact information: (e-mail: akber.vohrai@uraan.com.pk, phone#: 0336-2711257)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

Muhammed Akber Vohra		19/03/2026
----------------------	---	------------

Name of Expert	Signature
----------------	-----------

Saadia Umar		19/03/2026
-------------	--	------------

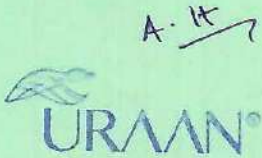
Name of authorized	Signature
--------------------	-----------

Representative of the Consultant

(the same who signs the Proposal)







Appendix C – Financial Proposal

Description	Total Financial Bid Excluding Sales Tax / GST / SST in PKR	Sales Tax / GST / SST in PKR	Total Financial Bid including all applicable taxes in PKR
Procurement of Consultancy Services for Organizational Development Project (Review and Updating of Existing Human Resource Management Policy, Review and Updating of Existing Performance Management System, Redesign Reward Framework and Organizational Restructuring/ Organogra m)	PKR 2,500,000/-	PKR 375,000/- (15% SST)	PKR 2,875,000/-

Notes:

- A lumpsum cost has been provided. This is an unconditional bid.
- Taxes will be deducted at the time of payment as per government rules and regulations.
- All payments subject to active taxpayer status of service provider at time of release.
- Service provider shall pay all taxes, stamp duty, fees, and impositions deemed included in the financial bid.

Payment Schedule (as per RFP):

Payment Schedule (as per RFP):

Milestone	Timeline	0/o	Amount (PKR)
Draft HR Policy	Week 1	20%	575,000
Draft PMS + KPIs	Week2	20%	575,000
Draft Reward Framework	Week3	20%	575,000
Draft Organogram	Week4	20%	575,000
All Finalized Deliverables	Week6	20%	575,000
TOTAL		1000/o	2,875,000

